


INVITATION TO BID STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING		BIDS WILL BE PUBLICLY OPENED: <div style="font-size: 1.2em; font-weight: bold;">AUG 26, 2009 10:00 AM</div> PURCHASING AGENCY NO. : 107001 SEE NO. 8 BELOW. RETURN BID TO <div style="display: flex; justify-content: space-between;"> 2236036 08/26/09 10:00 AM Q31895S </div> OFFICE OF STATE PURCHASING OFFICE OF STATE PURCHASING POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095 <div style="display: flex;"> <div style="flex: 1;"> BUYER : JOHN COLLINS, CPPB BUYER PHONE : (225) 342-8017 DATE ISSUED : 08/04/09 REQ. AGENCY : 320JJH JOHN HAINKEL HOME & REHAB CENTER </div> <div style="flex: 1; text-align: right;">FOLD HERE--></div> </div> <div style="display: flex;"> <div style="flex: 1;"> AGENCY REQ. NO. : ISIS REQ. NO. : 1325990 VENDOR PHONE : FISCAL YEAR : 10 CLASS/SUBCLASS : 41003 SCHEDULED BEGIN DATE : 00/00/00 SCHEDULED END DATE : 00/00/00 T-NUMBER : </div> </div>
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> VENDOR NO. : SOLICITATION : 2236036 FILE NO. : Q31895S OPENING DATE : 08/26/09 </div> <div style="border: 1px solid black; height: 80px; margin-bottom: 10px;"> VENDOR NAME AND ADDRESS </div> <div style="text-align: center; font-weight: bold; font-size: 1.1em;"> FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID. </div>		

HOSPITAL BEDS

TO BE COMPLETED BY VENDOR

1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE.
2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED.
5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK. FOLD HERE-->
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____.
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID.
7. DESIRED DELIVERY: _____ 002WEEKS ARO _____
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

VENDOR PHONE NUMBER: FAX NUMBER:	TITLE	DATE
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2236036 OPEN DATE: 08/26/09 TIME: 10:00 AM T-NUMBER :		BIDDER:	PAGE 2

11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NA

NA

13. BID FORMS.

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;

B. BID FILLED OUT IN PENCIL; AND

C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES .

UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2236036 OPEN DATE: 08/26/09 TIME: 10:00 AM T-NUMBER :		BIDDER:	PAGE 3
<p>21. NEW PRODUCTS.</p> <p>UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS.</p> <p>UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION.</p> <p>THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR.</p> <p>FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY.</p> <p>IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW.</p> <p>ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS.</p> <p>BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION.</p> <p>ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY.</p> <p>CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>30. SIGNATURE AUTHORITY.</p> <p>IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <ol style="list-style-type: none"> 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY. 			

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2236036 OPEN DATE: 08/26/09 TIME: 10:00 AM T-NUMBER :		BIDDER:	PAGE 4

1

BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
 OFFICE OF STATE PURCHASING
 P O BOX 94095
 BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING
 CLAIBORNE BUILDING, SUITE 2-160
 1201 NORTH THIRD STREET
 BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

 PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

ATTENTION:

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC AT THE FOLLOWING WEB SITE:
[HTTP://WWWPRD.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.ASP](http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp)
 ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2

INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2236036 OPEN DATE: 08/26/09 TIME: 10:00 AM T-NUMBER :		BIDDER:	PAGE 5

3

PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.

4 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

5 PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

DO YOU CLAIM THIS PREFERENCE? YES_____

SPECIFY LINE NUMBER (S) : _____

SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED: _____

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES_____ NO_____

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES_____ NO_____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

6 IF BIDDING OTHER THAN SPECIFIED, SUFFICIENT INFORMATION SHOULD BE

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2236036 OPEN DATE: 08/26/09 TIME: 10:00 AM T-NUMBER :		BIDDER:	PAGE 6

ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS.

FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.

7 SAMPLE(S) MAY BE REQUIRED. WHEN REQUESTED, SAMPLES MUST BE FURNISHED AT VENDOR'S EXPENSE, AND RECEIVED NOT LATER THAN 10 DAYS AFTER REQUEST. PACKAGES SHOULD BE CLEARLY LABELED WITH THE FILE NUMBER. EACH INDIVIDUAL SAMPLE WITHIN THE PACKAGE MUST BE CLEARLY LABELED WITH BIDDER'S NAME, MANUFACTURER'S BRAND NAME AND NUMBER, FILE NUMBER AND ITEM REFERENCE. SUBMIT ONLY ONE BID PROPOSAL'S SAMPLES PER BOX. SAMPLES OF SUCCESSFUL BIDDER WILL BE RETAINED AT THE PURCHASING OFFICE OR THE USING AGENCY FOR THE PURPOSE OF RECEIVING MERCHANDISE. ANY PART OF MERCHANDISE RECEIVED THAT DOES NOT MEET THE QUALITY STANDARDS AND CONSTRUCTION OF THE SAMPLE WILL BE REJECTED AND RETURNED AT VENDOR'S EXPENSE.

ANY OTHER SAMPLES RECEIVED, IF NOT DESTROYED IN TESTING, MAY BE RETURNED AT THE BIDDER'S EXPENSE. REQUEST FOR RETURN, SHIPPING AUTHORIZATION, AND SUFFICIENT RETURN POSTAGE MUST BE RECEIVED NO LATER THAN 10 DAYS AFTER RECEIPT OF SAMPLES, OR COMMODITIES SHALL BE DISPOSED OF BY THE STATE OF LOUISIANA.

8 THIS ORDER IS TO BE PAID FOR ON BEHALF OF THE STATE OF LOUISIANA BY THIRD PARTY FINANCING.

9 AWARD FORMULA: AWARD TO BE MADE TO THE OVERALL LOW BIDDER MEETING THE WRITTEN SPECIFICATIONS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO DELETE LINE ITEM(S) FROM AWARD.

10 COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.

CONTRACTOR'S LIABILITY INSURANCE:

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUTE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2236036 OPEN DATE: 08/26/09 TIME: 10:00 AM T-NUMBER :		BIDDER:	PAGE 7
<p>SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.</p> <p>LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.</p> <p>11 ITEMS FURNISHED MUST BE DELIVERED TO THE AGENCY, UNCRATED, SET IN PLACE, INSTALLED, AND ALL DEBRIS REMOVED FROM THE PREMISES BY THE SUCCESSFUL VENDOR.</p> <p>12 SUCCESSFUL BIDDER MUST NOTIFY AGENCY 48 HOURS BEFORE DELIVERY. NO DELIVERIES ACCEPTED ON WEEKENDS OR HOLIDAYS, OR AFTER 3:00 P.M.</p> <p>CALL EVELYN HENRY AT 504/896-1328 OR JUDY MARSH AT 504/896-1321 TO SCHEDULE DELIVERY</p>			

PRICE SHEET		INVITATION TO BID			
NUMBER : 2236036 OPEN DATE : 08/26/09 TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 8
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00001	<p>UNLESS SPECIFIED ELSEWHERE SHIP TO: JOHN HAINKEL HOME & REHAB CENTER NURSING ADMINISTRATION 612 HENRY CLAY AVENUE NEW ORLEANS , LA 70118</p> <p>COMMODITY CODE: 410-03-000000</p> <p>*****</p> <p>THIS ORDER IS TO BE PAID FOR ON BEHALF OF ONE OF THE STATES FINANCE PROGRAMS. *****</p> <p>DESCRIPTIVE LITERATURE AND COMPLETE SPECIFICATIONS SHOULD ACOMPANY ALL BIDS. FAILURE TO COMPLY WITH THIS MAY CAUSE BID TO BE REJECTED. *****</p> <p>BEDS, ELECTRIC, "LOW BED" SINGLE FRAME PAN DECK, HAND RAILS (NO MATTRESS)</p> <p>LOW BED SPECIFICALLY DESIGNED FOR THE COMFORT AND CARING OF DEMENTIA AND ALZHEIMER'S PATIENTS.</p> <p>BED MUST BE DESIGNED TO BE LOWERED 7-7/8" TO FLOOR AND RAISED TO 30".</p> <p>SPECIFICATION: - 80" DECK SURFACE - SLEEP SURFACE LOW POSITION - 8 1/2" - SLEEP SURFACE HIGH POSITION - 30" OVERALL SLEEP SURFACE WIDTH 35 1/2" WEIGHT CAPACITY: 400 LBS. FULLY ELECTRIC (HI.LO AND HEAD/FOOT) DETACHABLE DECK PANEL FOR EASY CLEAN MATTRESS KEEPER FOOT PANEL ELECTRIC CONTROLS WALL PROTECTOR 3" CASTERS (INDENPENDENT SWIVEL) I V POLE READY (FOUR)</p> <p>CENTRAL LOCKING SYSTEM: DESIGNED TO ALLOW CASTERS TO LEAVE THE FLOOR AND THE BED TO REST SECURELY ON RUBBER FEET, IMMOBOLIZING THE BED THROUGH THE ENTIRE HEIGHT RANGE.</p>	5	EACH		

PRICE SHEET		INVITATION TO BID			
NUMBER : 2236036 OPEN DATE : 08/26/09 TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 9
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	FOOTBOARD ATTENDANT CONTROL PANEL: DESIGNED WITH UNIVERSAL SYMBOLS TO ALLOW STAFF TO OPERATE, EQUIPED WITH A "LOCK OUT" FEATURE TO RESTRICT ANY OR ALL FUNCTION CONTROL FOR ADDED SAFETY. ELECTRIC HAND CONTROL: DESIGNED SO SPILLS WILL NOT DAMAGE CONTROL (SPILL PROOF), SHOCK RESISTANT, AND IMPACT RESISTANT BED RAILS (RESTRAINT FREE) DESIGNED TO PROVIDE AN UNENCUMBERED ENVIROMENT FOR RESIDENT AND EASILY MOVED OUT OF THE WAY TO PROVIDE UN-OBSTRUCTED ACCESS BY STAFF TO RESIDENT. HEAD AND FOOT BOARD: STANDARD DESIGNED TO FIT BED SECURELY COLOR/FINISH: SELECTED BY AGENCY WARRANTY: BED DECK SURFACE MUST COME WITH 20 YEAR WARRANTY ON ALL PARTS AND LABOR BED FRAME: FIVE (5) YEAR WARRANTY BIDDER MAY STATE ADDITIONAL WARRANTIES BRAND NAME: HILL-ROM LTC 320 OR EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00002	COMMODITY CODE: 410-03-000000 BEDS, FULLY ELECTRIC, LONG TERM CARE BED COMPLETE WITH: BED RAILS WITH CONTROLS ATTACHED, FOOT RAILS, HEAD AND FOOT BOARD, LOCK OUT SYSTEM, AND WALL SAVER. (MATTRESS NOT INCLUDED) BED MUST BE DESIGNED FOR RESIDENT LONG	10	EACH	_____	_____

PRICE SHEET		INVITATION TO BID			
NUMBER : 2236036 OPEN DATE : 08/26/09 TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 10
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	<p>TERM CARE FACILITY TO PROVIDE A RANGE OF FUNCTIONS TO ENHANCE RESIDENT CARE.</p> <p>SPECIFICATION:</p> <p>BED CONSTRUCTED OF TUBULAR AND ANGLE STEEL; RESIDENT ASSIST RAIL, VASCULAR FOOT LIFT, VERTICLE COLUMN LIFT BUILT-IN FOUR INCH BED EXTENDER. BUILT-IN STAND ASSIST AND COUTOUR SHEARLESS PIVOT</p> <p>SAFE SKIN: AUTO CONTOUR POSITION WITH SHEARLESS PIVOT TO KEEP PATIENT FROM SLIDING DOWN</p> <p>SAFE TO MOVE: DESIGNED TO BE REPOSITION AT ANY HEIGHT. BATTERY BACK UP INCLUDED TO ALLOW BED TO BE USED AWAY FROM WALL SOCKET.</p> <p>SAFETY STANDARD: IEC 60601</p> <p>BED MUST COMPLY WITH FDA HOSPITAL BED SYSTEM DIMENSIONS AND ASSESSMENT GUIDE TO REDUCE ENTRAPMENT.</p> <ul style="list-style-type: none"> - RESIDENT ASSIST RAIL, HALF CLOCKING LOCATED AT HEAD OF BED, - COLOR CODED LOCKOUT CONTROL - QUICK SET LOCKING CASTERS <p>CONTROLS: INTUTIVE FOR RESIDENTS AND CAREGIVER, EASY TO ADJUST COMPLETE WITH TACTILE CUES TO GUIDE RESIDENTS WITH LIMITED VISION AND DEXTERITY.</p> <p>FRAME FINISH: SMOOTH DURABLE POWDER COATED AND PLASTIC FINISH</p> <p>FRAME COLOR: STONE OR EQUAL</p> <p>OVERALL LENGTH: FRAME ONLY 93.25 IN</p> <p>SLEEP DECK STANDARD: 80"</p> <p>CASTERS: 3" DIAMETER, TWIN WHEEL</p> <p>DECK HEIGHT RANGE: 8.5 IN X 26.5 IN.</p> <p>SLEEP DECK: 35.5 X 80 IN.</p> <p>BED LIFT CAPACITY: 450 LBS</p> <p>ALL WELLMENTS AND COMPONENTS FEATURES MUST BE SMOOTH WITHOUT SHARP OR ABRASIVE SURFACES WITH A DURABLE FINISH TO DETER RUST AND CORROSION.</p> <p>MOTOR AND CONTROLS:</p> <p>BED MUST BE FULLY ELECTRIC,</p>				

PRICE SHEET		INVITATION TO BID			
NUMBER : 2236036 OPEN DATE : 08/26/09 TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 11
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	RATED RANGE: 100V, 120V, 220V, 230V AC SINGLE PHASE HAND CONTROL: 6-FUNCTION BATTERY BACK-UP PORT INSTALLED ON BED WITH EASY ACCESS. LOCKOUTS: FOUR OF THE CASTERS MUST BE EQUIPPED WITH POSITIVE LOCKS TO PROVIDE CHOICE OF WHICH CASTER ARE TO BE LOCKED STANDARD LOCKOUT CONTROL: WITH THREE FUNCTION LOCKOUT THAT LOCKS OUT EACH FUNCTION INDIVIDUALLY. BED LEGS: BED MUST BE DESIGNED WITH STABILIZER LEGS THAT SECURELY LOCKS BED TO FLOOR WHEN BEING RAISED AND LOWERED AT ANY HEIGHT. WALLSAVER: HEAD AND FOOT BOARD MUST BE DESIGNED TO BE REMOVED FOR EASY ACCESS TO PATIENT, WALLSAVER DESIGN TO HOLD BED SAFE DISTANCE FROM WALL TO PREVENT DAMAGE. BED RAIL WITH CONTROLS: RESIDENT ASSIST RAIL THAT COMPLY WITH FDA HOSPITAL BED SYSTEM DIMENSIONS AND ASSESSMENT TO PREVENT ENTRAPMENT. BED RAIL DESIGN: HALF CLOCKING AT HEAD OF BED WITH CONTROLS ON EACH SIDE OF BED WITH SIX FUNCTION CONTROL. FRONT-END CONTROL: FOOT END CONTROL "LOCK OUT" PANEL TO ALLOW STAFF TO DENY RESIDENT ACCESS TO ANY OR ALL OPERATING FUNCTIONS. COLOR CODED ACTIVATED WHEN ENGAGED FOR VISUAL CONFIRMATION. HEAD AND FOOTBOARD: STANDARD HEAD AND FOOTBOARD DESIGNED TO FIT BED SECURELY. HEAD/FOOTBOARD FINISH:WOOD HIGH PRESSURE LAMINATE COLOR: SOLARA OAK OR EQUAL ACCESSORIES: BATTERY BACK-UP PACK WARRANTY: BIDDER MUST STATE WARRANTY BRAND NAME: HILL-ROM 100 LOW BED				

PRICE SHEET		INVITATION TO BID			
NUMBER : 2236036 OPEN DATE : 08/26/09 TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 12
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	(#P3930) OR EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) 				
00003	REQUISITION LINE CANCELLED				